

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NP IP Holdings LLC		11/13/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH, as Administrative Agent for the Secured Parties		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85967414	POINT. CLICK. PLAY.	
Serial Number:	85967418	POINT. CLICK. PLAY.	
Serial Number:	85967405	POINT. CLICK. STAY.	
Serial Number:	85967409	POINT. CLICK. STAY.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lrizzo@milbank.com		
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY LLP		
Address Line 1:	ONE CHASE MANHATTAN PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	40999.01400		

CH \$115.00 85967414

NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L. Holm/
Date:	11/21/2013
Total Attachments: 5 source=Station-Intellectual Property Security Agreement Q2-Q3 2013#page1.tif source=Station-Intellectual Property Security Agreement Q2-Q3 2013#page2.tif source=Station-Intellectual Property Security Agreement Q2-Q3 2013#page3.tif source=Station-Intellectual Property Security Agreement Q2-Q3 2013#page4.tif source=Station-Intellectual Property Security Agreement Q2-Q3 2013#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of November 13, 2013 by and from STATION CASINOS LLC, a Nevada limited liability company (the "Borrower"), NP OPCO LLC, a Nevada limited liability company ("Opco"), STATION GVR ACQUISITION, LLC, a Nevada limited liability company ("GVR") and NP IP HOLDINGS LLC, a Nevada limited liability company ("IP Holdco"), and together with Borrower, Opco and GVR, each individually a "Grantor" and collectively the "Grantors", to and in favor of DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH, as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, the Borrower, Grantee, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of March 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Opco and IP Holdco and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Obligations pursuant to a Guaranty Agreement, dated as of March 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantors, certain Subsidiaries of the Borrower and Grantee have entered into a Security Agreement, dated as of March 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon satisfaction of the Release Conditions, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance of the Obligations (as defined in the Security Agreement), the Grantors hereby grant to Grantee a security interest in: (1) all of the Grantors' right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

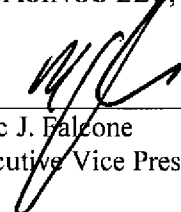
3) Interpretation. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the director of the USPTO to record this Confirmatory Grant.

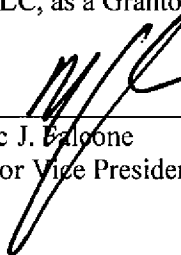
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

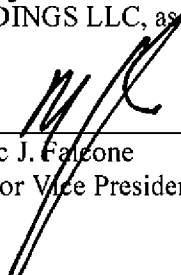
STATION CASINOS LLC, as a Grantor

By: 
Name: Marc J. Falcone
Title: Executive Vice President

NP OPCO LLC, as a Grantor

By: 
Name: Marc J. Falcone
Title: Senior Vice President


NP IP HOLDINGS LLC, as a Grantor

By: 
Name: Marc J. Falcone
Title: Senior Vice President

STATION GVR ACQUISITION, LLC, as a Grantor

By: 
Name: Marc J. Falcone
Title: Senior Vice President

DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH, as Grantee

By: 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: 
Name: **Anca Trifan**
Title: **Managing Director**

Exhibit A

SCHEDULE OF TRADEMARKS

Mark	Trademark Owner	Application No.	Appl. Date
POINT. CLICK. PLAY.	NP IP Holdings LLC	85/967,414	23-Jun-2013
POINT. CLICK. PLAY	NP IP Holdings LLC	85/967,418	23-Jun-2013
POINT. CLICK. STAY	NP IP Holdings LLC	85/967,405	23-Jun-2013
POINT. CLICK. STAY.	NP IP Holdings LLC	85/967,409	23-Jun-2013